



**CITY OF EAST ORANGE
DEPARTMENT OF BUSINESS ADMINISTRATION
DIVISION OF PROCUREMENT
EAST ORANGE, NEW JERSEY 07018
(973) 266-5162**

REQUEST FOR PROPOSAL GOLF MARKETING CONSULTANT SERVICE

FAIR & OPEN PUBLIC SOLICITATION

- **DATE: WEDNESDAY, DECEMBER 9, 2015**
- **TIME: 12:00 PM**
- **PLACE: MUNICIPAL COUNCIL CHAMBER
44 CITY HALL PLAZA
EAST ORANGE, NJ 07018**
- **CLEARLY MARK ENVELOPE:**

GOLF MARKETING CONSULTANT SERVICE

REQUEST FOR PROPOSAL

GOLF CONSULTANT MARKETING SERVICE

The CITY OF EAST ORANGE is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(k), et seq. for **GOLF CONSULTANT MARKETING SERVICE**

Sealed RFP responses will be received by the Purchasing Agent on **Wednesday, DECEMBER 9, 2015 at 12:00pm** in the Municipal Council Chamber, Municipal Building, 44 City Hall Plaza, East Orange, New Jersey 07018, at which time and place responses will be publicly opened and read aloud for:

GOLF CONSULTANT MARKETING SERVICE

Detailed Request For Proposals can be downloaded from the City of East Orange's website: www.eastorange-nj.gov. Proposal is to be enclosed in a sealed envelope and distinctly show the name of the bidder and marked:

GOLF CONSULTANT MARKETING SERVICE

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, P.L. 1975, c. 127, N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to respondent, no respondent shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request for Proposal. For any questions regarding such, please contact Lisa L. Jackson, Purchasing Agent at (973) 266-5163.

Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange

1. Introduction

The City of East Orange (hereafter the "City") is requesting proposals from qualified individuals and firms to provide full-service Third-Party Administration Services. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). Using this RFP, the City intends to engage the services of an individual or firm capable of providing the necessary services required of the City's GOLF CONSULTANT MARKETING SERVICE.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the CITY OF EAST ORANGE, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, (hereinafter referred to as respondent or contractor) as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- Release of RFP: Tuesday, November 17, 2015
- Proposal Due Date: Wednesday, December 9, 2015

2.2 Proposal Submission Information

Submission Date and Time:

Wednesday, December 9, 2015 at 12:00 PM

One (1) Original & Four (4) copies

Submission Office:

City of East Orange

Division of Procurement

44 City Hall Plaza

East Orange, NJ 07018

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the four (4) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

Valerie Jackson, Policy & Planning Director

City of East Orange

44 City Hall Plaza

East Orange, NJ 07018

(973)266-5118

2.4 City Representative for this Solicitation

Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
Voice: 973-266-5162
Fax: 862-444-0101

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44a – 20.27)

- (1) Any business that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 Insurance and Indemnification

The contractor covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Professional Liability

Coverage in the amount of \$1,000,000.00/occurrence, \$1,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the City of East Orange.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the City may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Non-Allocation of Funding Termination

Each calendar year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular calendar year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds.

2.15 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.16 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 4 Payments shall not total more than 90% of the maximum bid amount until the end of the contract period.
- 5 When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.17 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. City of East Orange will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the City to pay additional fees.

2.18 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplies on CD-ROM media compatible with the owner's computer operating system.

2.19 W-9

Successful respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-df/fw9.pdf>

3. Scope of Work

Scope of work for Golf Marketing Consultant

The consultant will:

- plan and execute 2016 media day event upon completion of golf course renovation and new clubhouse;
- develop press kit for media day event, in conjunction with East Orange Public Information Officer;
- provide marketing communications plan recommendations to ensure cost effectiveness and targeting of all print and other advertising/marketing buys for 2016;
- provide strategic direction, as well as copy and creative supervision, on email marketing messages, as well as tactics to grow email data base;
- ensure web site content and creative is consistent with club's brand image and identity;
- work to obtain favorable reader reviews on Golf Now and other applicable golfing websites that feature user reviews; and
- use in depth and expert experience in golf marketing to strategically place East Orange as competitor in Essex county golfer marketplace.

The consultant will also:

- leverage long-standing relationships with the sports and golf media to obtain favorable media coverage that will highlight the positive attributes of East Orange Golf Course;
- draft and distribute to media applicable press releases, media advisories, photos, pitch letters etc.;
- provide input as requested on operational issues (customer service; golf course conditions, food and beverage, etc. to ensure that they are consistent with and supportive of club's branding efforts;
- consult on photographic needs and provide creative supervision for photo shoots as needed, including one for Fall/Winter 2015.
- be responsible for publicity monitoring and reporting as well as meet and conference call with Director of Policy Planning and Development, Public Information Officer, Golf Course Administrator and other retained professionals as needed to ensure effective communication and sharing of idea and information

4. Proposal Requirements

4.1 Qualification Statement

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

4.2 Administrative Information Requirements.

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFP, Principals mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, Principals shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.
 - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
 - (d) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. The number of years Respondent has been in business under the present name.
6. The number of years Respondent has been under the current management.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. An executed letter of intent.

4.3. Professional Information Requirements.

- A. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
 - 1. Description and scope of work by Respondent.
 - 2. Name, address and contact information of references.
 - 3. Explanation of perceived relevance of the experience to the RFP.
- B. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
- C. Resumes of key employees.
- D. Names and resumes of individuals who will be assigned to provide services to the City.
- E. A narrative statement of the Respondent's understanding of the City's needs and goals.
- F. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
- G. Limits of Malpractice insurance coverage.
- H. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.
- I. Respondents must demonstrate a proven record of experience representing municipal entities.
- J. Respondents must list all cases where they have provided services to the City or in which they provided services to another party doing business with the City of who sued the City or in which they provided services to a client that sued the City within the last five years.
- K. A breakdown of the fee structure employed by the respondent.

4.4 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.5 Proposal Forms

The following forms are contained in the attachments. All forms are required (*see page 15*) and shall be completed and made part of the proposal submitted:

- 1. Non-Collusion Affidavit;
- 2. Stockholder Disclosure;
- 3. Insurance Requirement Acknowledgement Form;
- 4. Affirmative Action Statement;
- 5. Certificate of Employee Information Report;
- 6. Business Registration Certificate;
- 7. Professional Service Entity Information Form;
- 8. Acknowledgement of Receipt of Addenda

4.6 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

4.7 Methodology

The proposal must list respondent's process for management of projects that contains procedures, definitions and explanations of techniques used to collect, store, analyze and present information as part of its research process.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. In specific areas multiple contracts may be awarded.

5.4 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. A committee using the criteria set forth herein will then evaluate responsive proposals.

Proposers Understanding of the Contract
Experience and Qualification
Innovative System Design
Contractual Conditions

Proposer Understands of the Project: Proposals will be evaluated against the questions set forth below:

Has the proposer demonstrated a through understanding or the purpose and scope of the project?
How well has the proposers identified pertinent issues and potential problems related to the project?
Has the proposer demonstrated that they understand the deliverables the City accepts them to provide?
Has the proposer fully responded to all the questions set forth herein?
Does the proposer depict a logical approach to fulfilling the requirement of the RFP?

Experience and Qualifications: Proposals will be evaluated against the questions set forth below:

Do the individuals assigned to the project have experience on similar projects?
Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?
How extensive is the applicable education and experience of the personnel designated to work on the projects?
Has the proposer demonstrated experience in completing similar projects?
How successful is the general history of the proposer regarding timely and successful completion of the projects?
Has the proposer provided the required letters of reference from previous clients?

Innovative System Design: Proposals will be evaluated against the questions set forth below:

- Does the proposer provide marketing of East Orange Golf course, and tee time inventory on provider's websites?
- Does the proposer provide marketing of East Orange Golf course across provider's assets including but not limited to internet, television, radio, and print?
- Does the proposer provided demand based pricing support, revenue risk analysis, and tee sheet management services?
- Does the proposer provide a dedicated market management team?
- Will the proposer provide real-time reporting?
- Will the proposer develop the course own golf course booking engine to be hosted by the City?
- Does the proposer provide a full service Point of Sale to replace the existing system?
- What are the City's obligations in exchange for the vendor's product?
- What are the difference between registration process with the City system, and proposers system?
- What benefits from the proposers system are provided to the patrons?
- What are the fees associated with the proposers system?
- Are there any other services or benefits provided by the proposers system?

Contractual Conditions: Proposals will be evaluated against the questions set forth below:

- Has the proposer provided all documents required on the RFP document checklist?
- Has the proposer provided all other documentation required in the RFP?
- Does the proposal follow the Format and Content requirement outline in the RFP?
- If the proposer makes any modifications to the Specifications are the reasonable and acceptable to the City?

As reasonable accessibility is a relevant consideration, the respondent should meet with the City, as required, to provide system review, feedback, and customization.

5.5 Term of the contract

One (1) Year with the option of two (2) - one (1) year extensions: Commencing and ending on dates to be listed in fully executed contract, along with the option to be extended for one additional year.

5.6 Contract Extension

Upon mutual agreement of the City of East Orange and the contractor an extension for two additional one year contracts will be considered. The contemplated extension will be in accordance with the terms and conditions of the current contract and will be increased based on the current State of New Jersey "Index Rate" calculation as referenced in N.J.S.A. 40A: 11-15 (6). The "Index Rate" means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. www.nj.gov/dca/lgs/lpcl/contractlawinfo/cur_index_rate.shtml

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE INCLUDED
WITH
PROPOSAL**

CITY OF EAST ORANGE

CHECKLIST

PROFESSIONAL SERVICE: GOLF MARKETING CONSULTANT SERVICES

SUBMISSION DATE: WEDNESDAY, DECEMBER 9, 2015 @ 12:00 PM

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

Business Entity Disclosure Certification	_____X_____
Bidder's Affidavit	_____X_____
Non-Collusion Affidavit	_____X_____
Disclosure of Ownership Form	_____X_____
Insurance Requirement Acknowledgement Form	_____X_____
Mandatory Equal Employment Opportunity Notice Acknowledgement ...	_____X_____
Copy of your Certificate of Employee Information Report	_____X_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____X_____
Professional Service Entity Information Form	_____X_____
Qualification Submission Form	_____X_____
Acknowledgement of Corrections, Additions or Deletions Form	_____X_____
Statement of Indebtedness Form	_____X_____
Agreement for Payment of Commodity/Service Form	_____X_____
Letter of Intent	_____X_____
Letter of Qualification	_____X_____

Reminder:

Please submit one (1) original (unbound), four (4) copies and one (1) compact disk (CD) set of the sealed submission.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Requires Pursuant to N.J.S.A. 19:44A-20.8
CITY OF EAST ORANGE

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L.2004, c.19 would bar the award of this contract in the one year period preceding December 31, 2014 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the CITY OF EAST ORANGE as defined pursuant to N.J.S.A.19:44A-3(p), (q) and(r).

Lester E. Taylor, III

Lonnie Hughes

Romal D. Bullock

Christopher D. James

Tyshammie L. Cooper

Jacquelyn E. Johnson

Sharon Fields

Andrea D. McPhatter

Ted R. Green

Quilla E. Talmadge

Alicia Holman

Part II- Ownership Disclosure Certification

☐ I certify that the list below contains the name and home address of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder

Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and / or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

BIDDER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____ being duly sworn, deposes and says that he
resides at _____

and that he is the _____
(Title)

of _____
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10% or greater interest in compliance with P.L. 1977, Chapter 33, effective as of March 8, 1977.

Affiant

Subscribed and Sworn before me
This _____ day of _____, 20____

(Notary Public)

(Commission expiration date)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) SS:

COUNTY OF)

I, _____ of the City/Township of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to the law on my oath depose and say that:

I am, _____ (Title)
(a partner, or officer of the firm of, etc.)

of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the CITY OF EAST ORANGE, NJ relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to

before me this _____ day

of _____ 20____

Signature of:

Bidder, if the bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Notary Public of: _____
My commission expires: _____

(11/99)

OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with RFP Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that there are no stockholders

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation ☐ Other (describe) _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____,
20 __.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

CITY OF EAST ORANGE
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Professional Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

**Vendor / Firm shall not commence operations until Township has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.*

Acknowledgement of Insurance Requirement:

(Signature) (Date)

(Printed Name and Title)

AFFIRMATIVE ACTION AFFIDAVIT

(Items No. 2 through Item No. 6 to be completed
by firms with less than 50 employees)

STATE OF NEW JERSEY)
COUNTY)

I, _____ of the (City, Town, Borough of _____
in the County of _____, State of _____ of full age, being duly sworn according to law
on my oath depose and say that:

1. I am (President, partner, owner) of the firm _____
a bidder making a proposal upon the above named project. We have fifty (50) or more employees and have forwarded an Affirmative Action Plan to the State. ____Yes ____No

2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c 127 and rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.

4. _____ has complied with all the affirmative action requirements of the State of New Jersey including those required by P.L. 1975, c 127 and the rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 175, c 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, (City, Town, Borough) of _____ until an affirmative action plan is approved . I am also aware that the contract may be terminated and the _____ may be debarred from all public contracts, for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employees Information Report.

Subscribed and sworn to
Before me this _____ day
20____

Signature of Authorized Representative

(Seal) Notary Public of New Jersey

Name and Title

MUST BE SUBMITTED WITH BID PROPOSAL

AFFIRMATIVE ACTION REGULATIONS:

- A. Procurement of Service Contract: The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

- B. Construction Contract: The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of subsections 7.4 (a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of subsections 7.4 (a) and (b).

Signature _____

Title _____

Company _____

Address _____

ZIP CODE

NOTE: FORM MUST BE RETURNED WITH THE BID PROPOSAL.

CITY OF EAST ORANGE
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail Address: _____

If individual has a TRADE NAME, give such tradename:

Trading As: _____ Telephone: _____

.....

If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Social Security No.: _____

Signature of authorized Agent: _____

.....

If the professional service Entity is an **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail Address: _____

Name of agent in charge of said office upon whom notice may be legally served.

.....

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

QUALIFICATION AFFIDAVIT

The CITY OF EAST ORANGE reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

State of New Jersey)
County of _____) SS:

I am the (President, Partner, Owner) of _____
_____, the bidder herein.

I know that the bidder, _____, has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Subscribed and Sworn to
Before me this _____ day
Of _____ 20____.

Notary Public of: _____
My commission expires: _____

11/99

Company Name

Sign Name

Print Name

Print/Type Title

**CITY OF EAST ORANGE
SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

CITY OF EAST ORANGE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in
this Submission Package.

(Signature)

(Type or Print of affiant and Title, under Signature)

(Date)

STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the CITY OF EAST ORANGE, (b) are not in breach of any contract previously awarded by the City and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the CITY OF EAST ORANGE. Failure to provide the required statement shall disqualify the bidder.

(Name of Contractor)

(Type or print name of affiant under signature)

Subscribe and sworn to

Before me this _____ day

Of _____ 20____

Notary Public of _____

My Commission Expires _____

CITY OF EAST ORANGE

EAST ORANGE, NEW JERSEY

AGREEMENT FOR PAYMENT OF COMMODITY

The contractor or vendor realizes that as a Municipality, payment cannot be made on a bill presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.

Name of Official for Company

Name of Company or Business

Address

Date: _____

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Jackson:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the City of East Orange ("City"), dated [insert date], in connection with the City's need for services of: GOLF MARKETING CONSULTANT SERVICES.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Jackson:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by the City of East Orange ('City'), dated [insert date] in connection with the City's need for services of: GOLF MARKETING CONSULTANT SERVICES.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to

take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____